

EXHIBIT 10

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UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

UNITED STATES OF AMERICA)	
v.)	No. _____
CREDIT SUISSE AG,)	
Defendant.)	DEFERRED PROSECUTION
)	AGREEMENT
)	
)	

Defendant Credit Suisse AG (“Credit Suisse”), a financial institution registered and organized under the laws of Switzerland, by and through its attorneys, King & Spalding LLP, and the United States Department of Justice, Criminal Division (the “United States”), hereby enter into this Deferred Prosecution Agreement (the “Agreement”).

1. **Charges:** Credit Suisse agrees that it shall waive indictment and agrees to the filing of a one-count Criminal Information in the United States District Court for the District of Columbia, charging it with knowingly and willfully violating and attempting to violate regulations issued under the International Emergency Economic Powers Act, Title 50, United States Code, Section 1705, to wit, Title 31, Code of Federal Regulations, Sections 560.203 and 560.204, that prohibit: (a) the exportation of a service to Iran from the United States without authorization; and (b) any transaction within the United States that evaded and avoided, or had the purpose of evading and avoiding such regulations.

2. **Acceptance of Responsibility:** Credit Suisse accepts and acknowledges responsibility for its conduct and that of its employees as set forth in the Factual Statement attached hereto as Exhibit A and incorporated herein by reference (the “Factual Statement”). If the United States, pursuant to Paragraph 10 of this Agreement, initiates a prosecution that is deferred by this Agreement against Credit Suisse, Credit Suisse agrees that it will neither contest the admissibility of the Factual Statement or any other documents provided by Credit Suisse to the United States or the Swiss government nor contradict in any such proceeding the facts contained within the Factual Statement.

3. **Forfeiture Amount:** As a result of Credit Suisse’s conduct, including the conduct set forth in the Factual Statement, the parties agree that the United States could institute a civil and/or criminal forfeiture action against certain funds held by Credit Suisse and that such funds would be forfeitable pursuant to Title 18, United States Code, Sections 981 and 982. Credit Suisse hereby acknowledges that at least \$536,000,000 was involved in transactions described in the Factual Statement, and that such conduct violated Title 50, United States Code, Section 1705. In lieu of a criminal prosecution and related forfeiture, Credit Suisse hereby agrees to pay to the United States the sum of \$268,000,000 (the “Forfeiture Amount”).¹ Credit Suisse hereby agrees that the funds paid by Credit Suisse pursuant to this Agreement shall be considered substitute *res* for the purpose of forfeiture to the United States pursuant to Title 18, United States Code, Section 981, and Credit Suisse releases any and all claims it may have to such funds. Credit Suisse shall pay the Forfeiture Amount within five business days from the entry of

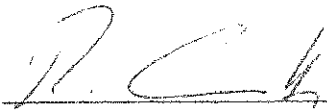
¹ Credit Suisse has also agreed to pay a separate and additional \$268,000,000 pursuant to a Deferred Prosecution Agreement with the District Attorney of the County of New York (“DANY”) being entered into contemporaneously, resulting in an overall total forfeiture amount of \$536,000,000.

Acknowledgment

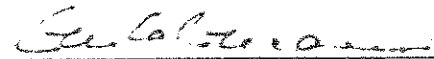
We, Romeo Cerutti and Tobias Guldemann, the duly authorized representatives of Credit Suisse AG, hereby expressly acknowledge the following: (1) that we have read this entire Agreement; (2) that we have had an opportunity to discuss this Agreement fully and freely with Credit Suisse AG's attorneys; (3) that Credit Suisse AG fully and completely understands each and every one of its terms; (4) that Credit Suisse AG is fully satisfied with the advice and representation provided to it by its attorneys; and (5) that Credit Suisse AG has signed this Agreement voluntarily.

Credit Suisse AG

December 16, 2008
DATE


Romeo Cerutti
General Counsel


12/16/08
DATE


Tobias Guldemann
Chief Risk Officer

Counsel for Credit Suisse AG

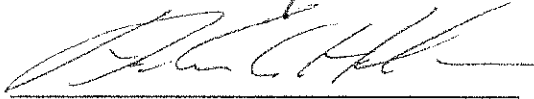
We, Christopher A. Wray and Andrew C. Hruska, the attorneys for Credit Suisse AG, hereby expressly acknowledge the following: (1) that we have discussed this Agreement with our client; (2) that we have fully explained each one of its terms to our client; (3) that we have fully answered each and every question put to us by our client regarding the Agreement; and (4) that we believe our client completely understands all of the Agreement's terms.

December 16, 2009
DATE



Christopher A. Wray
King & Spalding LLP

December 16, 2009
DATE



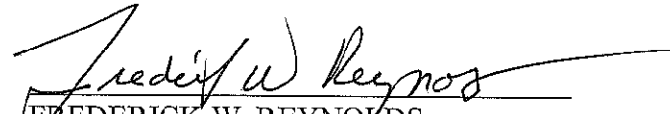
Andrew C. Hruska
King & Spalding LLP

On Behalf of the Government

RICHARD WEBER, Chief
Asset Forfeiture and Money Laundering Section

12-16-09

DATE


FREDERICK W. REYNOLDS
Trial Attorney

KEITH LIDDLE
Trial Attorney

Asset Forfeiture and Money Laundering Section
U.S. Department of Justice, Criminal Division